

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery Go Green Initiative

Memorandum of Understanding

With

Calvert Recreation Center

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Calvert Recreation Center
4500 Stockwell Street
Lincoln, NE 68506
Rosemary Jones
(402) 441-8480
rjones@lincoln.ne.gov

Project Number: 09AC094137

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and **Calvert Recreation Center** (hereinafter referred to as "Host Site") for the assignment of one **(1) Full Time AmeriCorps Member(s)** to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between ServeNebraska and the Sponsor, dated September 1, 2009, which is incorporated herein by reference, and those federal laws and regulations and ServeNebraska policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on June 1, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between ServeNebraska and the Sponsor dated September 1, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and ServeNebraska.
- B. Submit all required report materials required in the contract with ServeNebraska.
- C. Serve as the primary contact for the AmeriCorps program with ServeNebraska and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by ServeNebraska.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
11. **Sponsor will reimburse up to \$00.00 per Member for mileage.**
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$2600.00 per full time Member to the Sponsor.
A1. **Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.**
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from ServeNebraska for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - 6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
- H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
- I. Provide resources for transportation by members.
- J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
- K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
- L. Assist in the mid-year and end-of term performance evaluation of assigned members.
- M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
- N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
- O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, ServeNebraska, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by Sponsor and to provide access to such records to ServeNebraska for purpose or litigation, audit or examination.
- P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.

- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

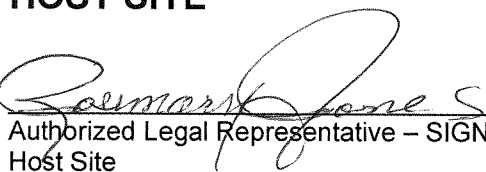
- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and ServeNebraska will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE


Authorized Legal Representative – SIGNATURE
Host Site

1-4-10
Date

ROSEMARY JONES
Authorized Legal Representative – PRINT NAME
Host Site

SPONSOR

Chris Beutler, Mayor of Lincoln


Authorized Legal Representative – SIGNATURE
Sponsor

3/4/10
Date

Lynn Johnson
Authorized Legal Representative – PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

2010 Special Olympics

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

2010 Special Olympics
7600 North 70th Street
Lincoln, NE 68517
Tom McLaughlin
(402) 850-9054
mclaughlin@2010specialolympics.org

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and 2010 Special Olympics (hereinafter referred to as "Host Site") for the assignment of one (1) Full Time AmeriCorps Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
 - I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of **\$2600.00** per Full Time Member to the Sponsor.
 - A1. **Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.**
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - 6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
- H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
- I. Provide resources for transportation by members.
- J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
- K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
- L. Assist in the mid-year and end-of term performance evaluation of assigned members.
- M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
- N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
- O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.
- P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.

- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE

Thomas A. McLaughlin

Authorized Legal Representative – SIGNATURE
Host Site

2-16-10
Date

Thomas A. McLaughlin

Authorized Legal Representative – PRINT NAME
Host Site

SPONSOR

Chris Beutler, Mayor of Lincoln

Lynn Johnson

Authorized Legal Representative – SIGNATURE
Sponsor

3/4/10
Date

Lynn Johnson

Authorized Legal Representative – PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

Lincoln Parks and Recreation Forestry Dept.

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Lincoln Parks and Recreation Forestry Dept.
2740 A Street
Lincoln, NE 68502
Steve Schwab
(402) 441-7036
sschwab@lincoln.ne.gov

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Lincoln Parks and Recreation Forestry Dept. (hereinafter referred to as "Host Site") for the assignment of two (2) Full Time AmeriCorps Member(s) and four (4) Half Time Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
 - 11. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$2,600.00 per Full Time Member(s) and \$1,300.00 per Half Time Member(s) to the Sponsor.
 - A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.**
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
- H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
- I. Provide resources for transportation by members.
- J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
- K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
- L. Assist in the mid-year and end-of term performance evaluation of assigned members.
- M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
- N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
- O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation

purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.

- P. Allow AmeriCorps Members to participate in local emergency disaster relief efforts, if needed.
- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.

- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE

Steve Schwab 2/23/2010
Authorized Legal Representative – SIGNATURE Date
Host Site

STEVE SCHWAB
Authorized Legal Representative – PRINT NAME
Host Site

SPONSOR

Chris Beutler, Mayor of Lincoln
Lynn Johnson 3/4/10
Authorized Legal Representative – SIGNATURE Date
Sponsor

Lynn Johnson
Authorized Legal Representative - PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

Watershed Management

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Watershed Management
901 N. 6th Street
Lincoln, NE 68508
Amanda Meder
(402) 441-7075
ameder@lincoln.ne.gov

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Lincoln-Lancaster Health Dept. (hereinafter referred to as "Host Site") for the assignment of one (1) Half Time AmeriCorps Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$1,300.00 per half time Member to the Sponsor.
A1. **Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.**
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - 6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
 - H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
 - I. Provide resources for transportation by members.
 - J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
 - K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
 - L. Assist in the mid-year and end-of term performance evaluation of assigned members.
 - M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
 - N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
 - O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.
 - P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.

- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical

or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

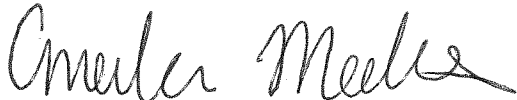
- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE



Authorized Legal Representative – SIGNATURE
Host Site

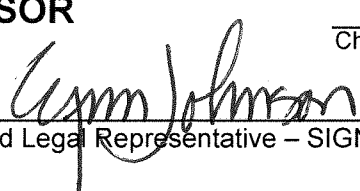


Date

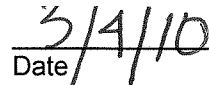


Authorized Legal Representative – PRINT NAME
Host Site


SPONSOR


Chris Beutler, Mayor of Lincoln

Authorized Legal Representative – SIGNATURE
Sponsor



Date



Authorized Legal Representative – PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

Everett/McPhee CLC and Summer Camps

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Everett/McPhee CLC and Summer Camps
1123 C Street
Lincoln, NE 68502
Ryan Mohling/Rick Lingard
rmohling@lincoln.ne.gov
rlingard@lincoln.ne.gov

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Everett/McPhee CLC and Summer Camps (hereinafter referred to as "Host Site") for the assignment of two (2) Full Time AmeriCorps Member(s) and two (2) Half Time Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
 11. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$00 per Full Time Member(s) and \$00 per Half Time Member(s) to the Sponsor.
A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
 - H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
 - I. Provide resources for transportation by members.
 - J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
 - K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
 - L. Assist in the mid-year and end-of term performance evaluation of assigned members.
 - M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
 - N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
 - O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation

purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.

- P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.
- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

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- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE

Rob Lul / Ryan Melling 7/1/09
Authorized Legal Representative – SIGNATURE Date
Host Site

Rick Lingard / Ryan Melling
Authorized Legal Representative – PRINT NAME
Host Site

SPONSOR

Chris Beutler, Mayor of Lincoln

Lynn Johnson 3/4/10
Authorized Legal Representative – SIGNATURE Date
Sponsor

Lynn Johnson
Authorized Legal Representative – PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding With Community CROPS 2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Community CROPS
1551 S. 2nd
Lincoln, NE 68502
Ingrid Kirst
(402) 474-9802
Ingrid@communitycrops.org

Project Number: 09AC100062

I. Purpose

A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Community CROPS (hereinafter referred to as "Host Site") for the assignment of one (2) Full Time AmeriCorps Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.

B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between ServeNebraska and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and ServeNebraska policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between ServeNebraska and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

A. Comply with the provisions of the Contract and ServeNebraska.

B. Submit all required report materials required in the contract with ServeNebraska.

C. Serve as the primary contact for the AmeriCorps program with ServeNebraska and the Corporation for National & Community Service.

D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by ServeNebraska.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
- 11. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$2600.00 per Full Time Member to the Sponsor.
- A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.**
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
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- O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, ServeNebraska, or Corporation for National & Community Service may require. The Host

Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by Sponsor and to provide access to such records to ServeNebraska for purpose or litigation, audit or examination.

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R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

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The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
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- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

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A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.

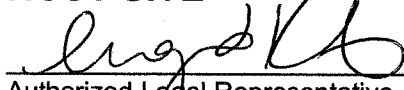
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IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE



Authorized Legal Representative – SIGNATURE
Host Site

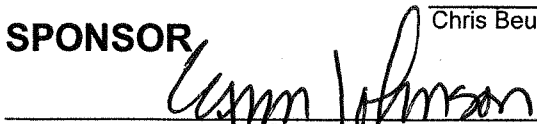
1/13/10
Date

Ingrid Kirst

Authorized Legal Representative – PRINT NAME
Host Site

SPONSOR

Chris Beutler, Mayor of Lincoln



Authorized Legal Representative – SIGNATURE
Sponsor

3/4/10
Date

Lynn Johnson
Authorized Legal Representative - PRINT NAME
Sponsor

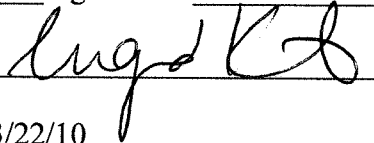
**Memorandum of Understanding
City of Lincoln, Parks & Recreation Department
Recovery Go Green AmeriCorps Program**

Addendum I – Immigration Verification to Comply with LB 403

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

NAME OF ORGANIZATION: _____ Community CROPS _____

PRINT NAME: _____ Ingrid Kirst _____

SIGNATURE:  _____

DATE: _____ 3/22/10 _____

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

American Red Cross

2009-2010 Program Year



- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$2600.00 per Full Time Member to the Sponsor.
A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - 6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical

**Memorandum of Understanding
City of Lincoln, Parks & Recreation Department
Recovery Go Green AmeriCorps Program**

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NAME OF ORGANIZATION: Conthuster American Red Cross
PRINT NAME: Randall Jones
SIGNATURE: [Signature]
DATE: 3/23/2010

**Memorandum of Understanding
City of Lincoln, Parks & Recreation Department
Recovery Go Green AmeriCorps Program**

Addendum I – Immigration Verification to Comply with LB 403

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

NAME OF ORGANIZATION: Cornhusker American Red Cross
PRINT NAME: Randall Jones
SIGNATURE: [Signature]
DATE: 3/23/2010

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

Lincoln Area Agency on Aging

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Lincoln Area Agency on Aging
1005 O Street
Lincoln, NE 68508
S. June Pederson
(402) 441-6132
jpederson@lincoln.ne.gov

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Lincoln Area Agency on Aging (hereinafter referred to as "Host Site") for the assignment of one (1) Full Time AmeriCorps Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$2600.00 per Full Time Member to the Sponsor.
A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - 6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
- H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
- I. Provide resources for transportation by members.
- J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
- K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
- L. Assist in the mid-year and end-of term performance evaluation of assigned members.
- M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
- N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
- O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.
- P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.

- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination


- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

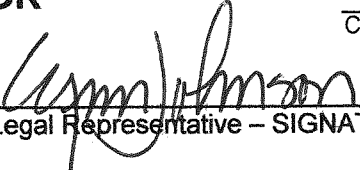
IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE

 6-29-09
Authorized Legal Representative – SIGNATURE Date
Host Site

S. June Pederson
Authorized Legal Representative – PRINT NAME
Host Site

SPONSOR

Chris Beutler, Mayor of Lincoln
 5/4/10
Authorized Legal Representative – SIGNATURE Date
Sponsor

Lynn Johnson
Authorized Legal Representative – PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

Wastewater & Solid Waste Dept.

Recycling

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Wastewater & Solid Waste Dept.
Recycling
2400 Theresa St.
Lincoln, NE 68521
Gene Hanlon
(402) 441-7043
ghanlon@lincoln.ne.gov

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Wastewater & Solid Waste Dept./Recycling (hereinafter referred to as "Host Site") for the assignment of one (1) Full Time AmeriCorps Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2007.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.

- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.
- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
 - I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of **\$2600.00** per Full Time Member to the Sponsor.
 - A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
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 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
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6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Voter registration drives;
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 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
 - H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
 - I. Provide resources for transportation by members.
 - J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
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 - O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation

purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.

- P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.
- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

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The parties to this Memorandum of Understanding agree to the following.

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- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.

- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

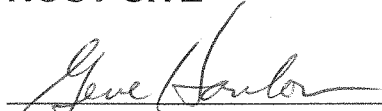
- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE



Authorized Legal Representative – SIGNATURE
Host Site

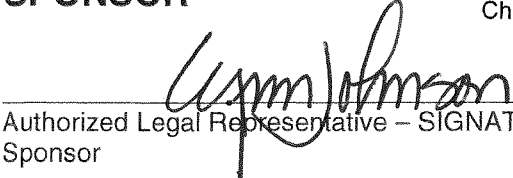
6/29/09
Date



Authorized Legal Representative – PRINT NAME
Host Site

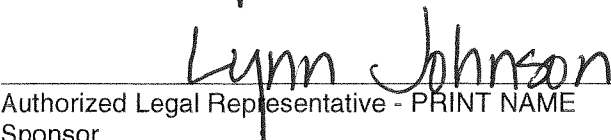
SPONSOR

Chris Beutler, Mayor of Lincoln



Authorized Legal Representative – SIGNATURE
Sponsor

3/4/10
Date



Authorized Legal Representative – PRINT NAME
Sponsor

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GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

Lincoln-Lancaster Health Dept.

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Lincoln-Lancaster Health Dept.
3140 N Street
Lincoln, NE 68510
Renaef Rief
(402) 441-4602
rrief@lincoln.ne.gov

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Lincoln-Lancaster Health Dept. (hereinafter referred to as "Host Site") for the assignment of one (2) Half Time AmeriCorps Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$1,300.00 per Half Time Member to the Sponsor.
A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - 6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
 - H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
 - I. Provide resources for transportation by members.
 - J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
 - K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
 - L. Assist in the mid-year and end-of term performance evaluation of assigned members.
 - M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
 - N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
 - O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.
 - P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.

- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical

or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE



Authorized Legal Representative – SIGNATURE
Host Site

2-09-2010
Date



Authorized Legal Representative – PRINT NAME
Host Site

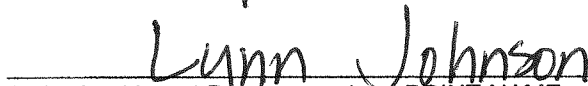
SPONSOR

Chris Beutler, Mayor of Lincoln



Authorized Legal Representative – SIGNATURE
Sponsor

3/4/10
Date



Authorized Legal Representative - PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation Recovery-Go Green Initiative AmeriCorps Project

Memorandum of Understanding

With

Lancaster County/UNL Extension Office
2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Lancaster County/UNL Extension Office
444 Cherrycreek Road
Lincoln, NE 68528
Gary Bergman
(402) 441-7180
gbergman@unlnotes.unl.edu

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Lancaster County/UNL Extension Office (hereinafter referred to as "Host Site") for the assignment of one (1) Full Time AmeriCorps Member(s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between the Nebraska Volunteer Service Commission and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and Nebraska Volunteer Service Commission policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between the Nebraska Volunteer Service Commission and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and the Nebraska Volunteer Service Commission.
- B. Submit all required report materials required in the contract with the Nebraska Volunteer Service Commission.
- C. Serve as the primary contact for the AmeriCorps program with the Nebraska Volunteer Service Commission and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
- E. The Program will take appropriate action including suspension and referral to a drug rehabilitation program, or release for cause consistent with the CNCS rules on termination and suspension of service.

VII. Equal Opportunity

- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.
- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by the Nebraska Volunteer Service Commission.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2009-10 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of **\$2600.00** per Full Time Member to the Sponsor.
A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from the Commission for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - 6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Voter registration drives;
 8. Organizing or participating in protests, petitions, boycotts or strikes;
 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
- H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
- I. Provide resources for transportation by members.
- J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
- K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
- L. Assist in the mid-year and end-of term performance evaluation of assigned members.
- M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
- N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
- O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, Nebraska Volunteer Service Commission, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by Sponsor and to provide access to such records to the Commission for purpose or litigation, audit or examination.
- P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.

or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

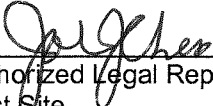
- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and the Nebraska Volunteer Service Commission will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization

The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.


IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE

 8/19/09
Authorized Legal Representative – SIGNATURE Date
Host Site

John J Chress Extension Board member
Authorized Legal Representative – PRINT NAME
Host Site

SPONSOR

Chris Beutler, Mayor of Lincoln
 5/19/10
Authorized Legal Representative – SIGNATURE Date
Sponsor

Lynn Johnson
Authorized Legal Representative - PRINT NAME
Sponsor

GETTING THINGS DONE

Lincoln Parks and Recreation
Recovery-Go Green Initiative
AmeriCorps Project

Memorandum of Understanding

With

Stronger Safer Neighborhoods

2009-2010 Program Year



MEMORANDUM OF UNDERSTANDING

Between

Lincoln Parks and Recreation
1225 F Street
Lincoln, NE 68508
Deb Buckman
(402) 441-4907
dbuckman@lincoln.ne.gov

And

Stronger Safer Neighborhoods
555 S. 10th Street
Lincoln, NE 68508
Jon Carlson
(402) 441-7224
jcarlson@lincoln.ne.gov

Project Number: 09AC100062

I. Purpose

- A. This document defines the responsibilities of Lincoln Parks and Recreation (hereinafter referred to as "Sponsor") and Neighborhood Revitalization Project (hereinafter referred to as "Host Site") for the assignment of two (2) Full Time AmeriCorps Member(s) and one (1) Half Time AmeriCorps Member (s) to perform services to address societal issues as specified in the AmeriCorps Project Application and work plans.
- B. The obligation of the parties hereto are subject to the terms and conditions of the Contract between ServeNebraska and the Sponsor, dated May 21, 2009, which is incorporated herein by reference, and those federal laws and regulations and ServeNebraska policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

II. Term of Memorandum of Understanding

This Agreement shall become effective on May 21, 2009 and shall terminate on August 31, 2010, subject, to the terms of the paragraphs entitled "Duration" and Termination" in the Contract between ServeNebraska and the Sponsor dated May 21, 2009.

III. Duties of the Sponsor

- A. Comply with the provisions of the Contract and ServeNebraska.
- B. Submit all required report materials required in the contract with ServeNebraska.
- C. Serve as the primary contact for the AmeriCorps program with ServeNebraska and the Corporation for National & Community Service.
- D. Coordinate the recruitment of AmeriCorps members and assure the all members enrolled meet eligibility requirements.

- E. Provide technical assistance to Host Site in developing work plans for each assignment.
- F. Assist in the provision of site specific training and in-service training as specified by ServeNebraska.
- G. Assign AmeriCorps members to Host Sites, matching interests and skills with tasks to be accomplished in the approved 2008-09 Sponsor Project Application.
- H. Provide administrative support to AmeriCorps members and Host Site.
- I. Retain full responsibility for the management and fiscal control of the project.
I1. Sponsor will reimburse up to \$0.00 per Member for mileage.
- J. Facilitate all disciplinary proceedings involving AmeriCorps members.
- K. Transfer an AmeriCorps member from one placement to another, if needed, consistent with project and Host Site needs.
- L. Release members from service for cause or compelling personal circumstance should the need arise.

IV. Duties of the Host Site

- A. Remit the agreed cost share amount of \$2600.00 per Full Time Member and \$1300.00 per Half Time Member to the Sponsor.
A1. Host Site will be responsible for mileage reimbursement to Member after the Sponsor obligation has been met.
- B. Assist with the recruitment of members and the promotion of the program.
- C. Take part in the mandatory Pre Award Service Training prior to receiving a Member.
- D. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
- E. Provide work plans for AmeriCorps member(s) utilizing the efforts of such members exclusively to pursue objectives of the AmeriCorps project. The work plan should be submitted prior to the assignment of the AmeriCorps members.
- F. In developing these work plans, Host Site agrees that no AmeriCorps member assigned under this Agreement shall participate in or use funds from ServeNebraska for the following activities.
 - 1. Illegal under local, state or federal law;
 - 2. Posing a significant safety risk to the AmeriCorps member(s) or others;
 - 3. Influencing legislation, including state or local ballot initiatives, or lobbying for the program;
 - 4. Organizing a letter-writing campaign to Congress;
 - 5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;

6. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
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 9. Assisting, promoting or deterring union organizing;
 10. Impairing existing contracts for services or collective bargaining agreements;
 11. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing;
 12. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities;
 13. Participating in activities that pose a significant safety risk to participants;
 14. Preparing any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
 15. Displacing or replacing efforts conducted by Host Site staff.
- G. Provide day-to-day supervision of the activities of the AmeriCorps members.
- H. Provide cross training to AmeriCorps Members within the same project to further enhance overall member performance.
- I. Provide resources for transportation by members.
- J. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps Members to perform assigned duties.
- K. Cooperate with the Sponsor in implementing the individual career development plan for each AmeriCorps Member.
- L. Assist in the mid-year and end-of term performance evaluation of assigned members.
- M. Notify the Sponsor immediately regarding AmeriCorps Members from the Project Station and unscheduled changes of status and conditions of AmeriCorps Members, such as arrests, hospitalizations, and absence without leave.
- N. Ensure that all documentation including fiscal records, timesheets, monthly reports/in-kind forms and other documentation are completed and submitted to the Sponsor by designated deadlines.
- O. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps Members and the project as the Sponsor, ServeNebraska, or Corporation for National & Community Service may require. The Host Site agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, or so notified by

Sponsor and to provide access to such records to ServeNebraska for purpose or litigation, audit or examination.

- P. Allow AmeriCorps Members to participant in local emergency disaster relief efforts, if needed.
- Q. Allow AmeriCorps Members to participate in Days of Service, such as Martin Luther King Holiday, National Volunteer Week, Make a Difference Day, should activities be organized in the communities where the Members are in service.
- R. Avoid projects resulting in the identification of the AmeriCorps program with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- S. Failure to comply with the Host Site responsibilities will result in relocation of the assigned member(s) to another site or program with no reimbursement of the amount specified in this Memorandum of Understanding.

V. Joint Responsibilities

The parties to this Memorandum of Understanding agree to the following.

- A. Make every reasonable effort to ensure that the health and safety of AmeriCorps Members are protected during the performance of their duties.
- B. Neither the Sponsor nor the Host Site shall assign or require AmeriCorps Members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- C. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.

VI. Drug Free Workplace Act

- A. In accordance with the Drug Free Workplace Act, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited by the Program.
- B. Alcohol and drug abuse adversely affects health, service performance, creates dangerous situations and serves to undermine the community's confidence in the AmeriCorps program. The AmeriCorps Program prohibits drug or alcohol abuse on the part of its Members.
- C. A site sponsor agency and/or its project may require Members to submit to drug testing as a condition of selection or when there is reasonable suspicion of drug use.
- D. If an AmeriCorps Member is arrested for or convicted of a drug offense, the Member must notify their Supervisor and the Program Director in writing within five days.
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- A. The parties agree to abide by federal laws and Corporation for National and Community Service (CNCS) policy on Equal Opportunity. An environment free of discrimination for all AmeriCorps members will be provided by the parties. Recognizing that our society is strengthened by the diversity of its citizens, CNCS's policy is to ensure mutual respect for all differences among us.

- B. The parties agree that no person with responsibilities in the operation of the project shall harass or discriminate against any AmeriCorps Member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, age, disability, or political affiliation. Harassment includes unwelcome verbal, physical or graphic conduct and has the purpose or effect of unreasonably interfering with work or service performance or creating an intimidating, hostile or offensive work or service environment.

VIII. Amendments

This Memorandum of Understanding may be amended at any time by written consent of authorized representatives of the Sponsor and Host Site.

IX. Termination

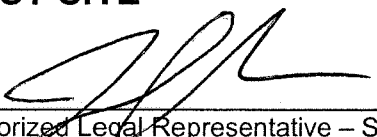
- A. This Memorandum of Understanding may be terminated by agreement of the parties if written notice is received 30 days prior to the termination date.
- B. Termination of the Contract between the Sponsor and ServeNebraska will result in the termination of all provisions of this Memorandum of Understanding except for Section IV. 3. N.

X. Authorization


The authorized representatives of the Sponsor and Host Site hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto and each party acknowledges receipt from the other party of a duly executed copy of the Contract.

HOST SITE

	<u>1-14-2010</u>
Authorized Legal Representative – SIGNATURE Host Site	Date
<u>Jon Carlson</u>	
Authorized Legal Representative – PRINT NAME Host Site	

SPONSOR

	<u>3/4/10</u>
Authorized Legal Representative – SIGNATURE Sponsor	Date
<u>Lynn Johnson</u>	

Authorized Legal Representative - PRINT NAME
Sponsor